



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

September 06, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

55 September 6, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**SERVICES CONTRACT
AWARD SERVICES CONTRACT FOR
NEXT GENERATION MAINTENANCE MANAGEMENT SYSTEM
MAXIMO UPGRADE AND SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This action is to award a service contract for the upgrade of the Department of Public Works' Maintenance Management System from the current Maximo Version 6.2.3 to the Next Generation Maximo Asset Management Version 7.6, including Maximo Spatial Geographic Information System and a mobile Maintenance Management System solution.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that this action is not a project pursuant to the California Environmental Quality Act.
2. Award the services contract for the Next Generation Maximo Asset Management Version 7.6 upgrade and related services to Electronic Data, Inc., for a maximum not to exceed contract amount of \$4,120,500. The requested amount is comprised of \$2,905,500 allocated for the initial 2-year term of the contract with Electronic Data, Inc.; \$340,000 allocated for the mobile Maintenance Management System solution; \$250,000 allocated for each one of the two 1-year extensions; and an

additional 10 percent in contingency funds in the amount of \$375,000. This contract will commence upon the Board's approval and execution by both parties, whichever occurs later, and will continue for a term of 2 years with up to two 1-year renewal options for a maximum potential contract term of 4 years.

3. Authorize the Director of Public Works or her designee to finalize and execute the contract with Electronic Data, Inc.

4. Delegate authority to the Director of Public Works or her designee to execute change notices and amendments to the contract; to exercise the contract renewal options if it is in the best interest of the County; to add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Office; to suspend work under the contract if it is in the best interest of the County; and to execute work orders for optional work utilizing pool dollars as authorized under the contract and with prior concurrence of County Counsel, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter into a contract with Electronic Data, Inc. (EDI), to upgrade the Department of Public Works' current Maintenance Management System (MMS) from the current Maximo Version 6.2.3 to the Next Generation Maximo Enterprise Asset Management Version 7.6, Maximo Spatial Geographic Information System (GIS) and mobile MMS solution, and to obtain professional services to maximize Public Works' implementation of Maximo Version 7.6 features and line-of-business best practices. Public Works' Maximo Version 6.2.3 installation is obsolete and is no longer supported by IBM (the product's vendor). In order to resume receiving IBM standard product support, Public Works must upgrade to the current release, Maximo Version 7.6. The Departments of Fire, Parks and Recreation, and Sheriff have already upgraded their MMS systems to Maximo Version 7.5.

This contract will provide Public Works with the following MMS services: (a) upgrade to IBM's Maximo Version 7.6; (b) documentation and implementation of a number of work process and data structure improvements and industry-specific Maximo best practices; (c) implementation of Maximo Spatial GIS an IBM add on GIS product; (d) selection and implementation of a mobile MMS solution; and (e) provision of training to Public Works MMS users.

Public Works originally implemented Maximo Version 3 as its MMS in 1997. It was upgraded to Maximo Version 4 in 2000, and data was migrated to Maximo Version 6 in 2009. To date, MMS has processed over 3.75 million work orders and uses over 13,000 preventive maintenance routines to help Public Works' crews plan and track maintenance for over 1.2 million infrastructure assets, including road segments, flood control drains and channels, sewer lines, pump stations, waterworks meters, traffic signals and other traffic control devices, dams, and building maintenance equipment, such as air conditioners and boilers, saltwater intrusion prevention injection wells, catch basins, and retaining walls.

Rather than simply migrating the current data to the more current version, this Maximo upgrade will be a new installation. It will vastly improve the current system dating back to the 1999 upgrade allowing Public Works to take full advantage of several new or improved Maximo Version 7.6 features and line-of-business best practices that will significantly benefit MMS maintenance operations, including:

1. Tight integration with Public Works' Environmental System Research Institute ArcGIS database to

provide geolocation data for work orders and spatial analytic capabilities.

2. Division-specific workflows and data entry screens to increase efficiency with work assignment processing and improve the accuracy and ease of data entry.
3. Enhanced electronic Countywide Accounting and Purchasing System integration by passing timesheet data entered by first line supervisors or field staff from Maximo into electronic Countywide Accounting and Purchasing System to reduce nonproductive hours spent entering work time data into two separate systems.
4. MMS on mobile devices, such as tablets and smartphones assigned to field staff to perform various MMS activities in the field, which are currently required to be performed in the office; thus improving efficiency, reducing paperwork, and providing for near real-time data updates.
5. The ability to collect data for and develop root cause analyses of asset failures, perform asset lifecycle management, and conduct business intelligence analytics with the goal of improving organizational outcomes.

This contract will provide Public Works staff with the ability to conduct business process redesign, application configuration, asset hierarchy modifications, application script development, and data modification, cleansing, and imports as well as to develop initial standard reports and design and deliver a user training course.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract with EDI will have a maximum amount of \$4,120,500. This includes a base contract amount of \$2,905,500 for the initial 2-year term plus a planned change order to obtain the mobile MMS solution having a not-to-exceed cost of \$340,000 and two 1-year elective extensions for optional services of \$250,000 each. An additional 10 percent in the amount of \$375,000, included in the contract sum, is requested as a contingency for unforeseen, additional work within the scope of work of the contract, if required.

Project costs for the base 2-year contract are expected to be incurred during Fiscal Years 2016-17 through 2017-18. Financing for a prorated portion of the first year of this contract is included in various Fiscal Year 2016-17 Public Works Fund Budgets. Funding to finance future

contract years will be requested through the annual budget process. Total expenditures for this contract, however, will not exceed the amount approved by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, EDI, is certified by IBM for providing services relating to IBM's Maximo products. This contract will commence upon the Board's approval and execution by both parties, whichever occurs later, and will continue for the initial term of 2 years with up to two 1-year renewal options for a maximum potential total contract term of 4 years.

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with EDI was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The contract contains all standard County required terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the contractor's minority participation. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable memorandum of understanding, on July 15, 2015, the Request for Proposals (RFP) for this solicitation was submitted to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The Chief Information Office has reviewed this Board letter and recommends approval. The Chief Information Office Analysis is enclosed as Enclosure C.

ENVIRONMENTAL DOCUMENTATION

This service is not a project pursuant to the California Environmental Quality Act because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State California Environmental Quality Act Guidelines. The proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On July 16, 2015, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure D), "Public Works Business Opportunities" website, and Twitter. Also, Public Works informed over 1,200 local small business enterprises about this business opportunity.

On October 6, 2015, four proposals were received. They were first reviewed to ensure they met the minimum requirements in the RFP. One proposer was disqualified for proposed exceptions determined by Public Works to be unacceptable. The remaining three proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, and responsible proposer, EDI.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will provide Public Works with services to implement a new MMS based on the latest version of IBM Maximo Asset Management. This new system will be used to enhance the efficient and accountable management of Public Works' infrastructure assets within the County that are maintained by Public Works.

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Contracts & Business Affairs Division.

Respectfully submitted,



GAIL FARBER

Director

Reviewed by:



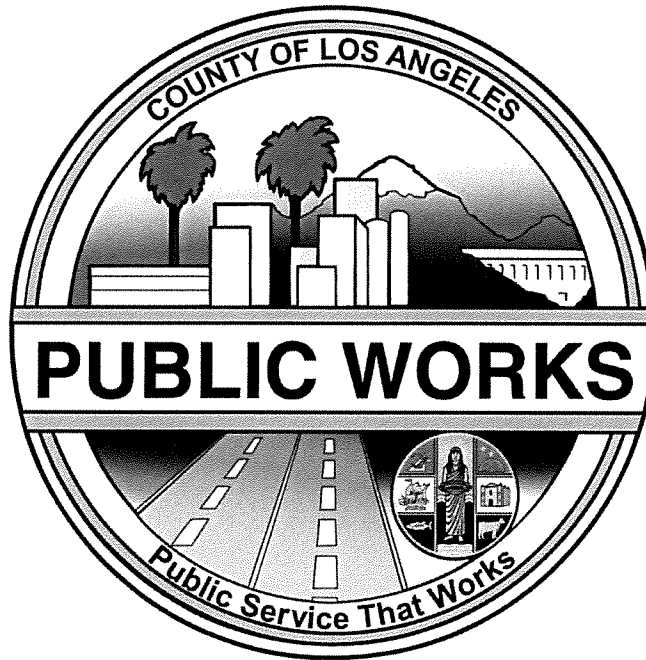
PETER LOO

Acting Chief Information Officer

GF:JQ:ss

Enclosures

c: Chief Executive Office (Rochelle Goff)
Chief Information Office (Eric Sasaki)
County Counsel (Carole Suzuki,
Victoria Mansourian)
Executive Office



**CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND**

ELECTRONIC DATA INC.

**FOR
NEXT GENERATION MAINTENANCE MANAGEMENT SYSTEM
(NEXTGEN MMS) MAXIMO UPGRADE AND SERVICES (2015 - IT001)**

JUNE 2016

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ATTACHMENT 2	Asset Class And Asset Counts Summary
ATTACHMENT 3	Initial Partial List Of DPW User Requirements
ATTACHMENT 4	List Of Workshops
ATTACHMENT 5	Existing Application Extensions And Triggers
ATTACHMENT 6	Deliverable Acceptance
ATTACHMENT 7	Summary of Existing Reports
EXHIBIT B	Pricing Schedule
EXHIBIT C	Project Schedule [See Pricing Schedule Exhibit B]
EXHIBIT D	Contractor's EEO Certification
EXHIBIT E	County's Administration
EXHIBIT F	Contractor's Administration
EXHIBIT G	Acknowledgment, Confidentiality and Assignment Agreement
EXHIBIT H	Jury Service Ordinance
EXHIBIT I	Safely Surrendered Baby Law
EXHIBIT J	Defaulted Property Tax Reduction Program Ordinance
EXHIBIT K	Request For Proposals (RFP) [Incorporated by Reference]
EXHIBIT L	Contractor's Proposal

**CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND
ELECTRONIC DATA, INC.
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES**

This Contract, including all Exhibits and Attachments, is made and entered into this ____ day of _____, 2016 by and between the County of Los Angeles (hereinafter "County") on behalf of the Department of Public Works (hereinafter "Department" or "DPW") and ELECTRONIC DATA, INC. (hereinafter "Contractor"), located at Saint Petersburg, Florida.

RECITALS

WHEREAS, County may contract with private businesses for information technology services (hereinafter also "Services") relating to NextGen MMS when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, based upon an open competitive selection process, the Department has recommended to County's Board of Supervisors the selected Contractor that is prepared and desires to provide to County the Services as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree as follows:

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter "Base Contract"), including without limitation the Recitals hereto along Exhibits A, B, C, D, E, F, G, H, I and J and all Attachments thereto, attached hereto, and Exhibits K and L, not attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the "Contract". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service or other work, or otherwise between this base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving

precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

EXHIBIT A – Statement of Work

- ATTACHMENT 1 Glossary of Terms
- ATTACHMENT 2 Asset Class And Asset Counts Summary
- ATTACHMENT 3 Initial Partial List Of DPW User Requirements
- ATTACHMENT 4 List Of Workshops
- ATTACHMENT 5 Existing Application Extensions And Triggers
- ATTACHMENT 6 Deliverable Acceptance
- ATTACHMENT 7 Summary of Existing Reports

- EXHIBIT B – Pricing Schedule
- EXHIBIT C – Project Schedule
- EXHIBIT D – Contractor's EEO Certification
- EXHIBIT E – County's Administration
- EXHIBIT F – Contractor's Administration
- EXHIBIT G – Acknowledgment, Confidentiality and Assignment Agreement
- EXHIBIT H – Jury Service Ordinance
- EXHIBIT I – Safely Surrendered Baby Law
- EXHIBIT J – Defaulted Property Tax Reduction Program Ordinance
- EXHIBIT K – Request for Proposals (RFP) [incorporated by reference]
- EXHIBIT L – Contractor's Proposal

1.2 ENTIRE CONTRACT

This Contract, including all Exhibits and Attachments thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 7 (Change Notices and Amendments) and signed by both parties.

2. WORK

- 2.1 Pursuant to the provisions of this Contract, upon County's notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work) and any applicable Work Order.

- 2.2 Upon completion by Contractor and approval by County of the Required Services requested by County and set forth in Exhibit A (Statement of Work), County will update the log of Services in Exhibit C (Project Schedule) accordingly.

3. TERM OF CONTRACT

- 3.1 The term of this Contract shall commence upon the Effective Date and shall continue for two (2) years thereafter, unless sooner terminated/suspended or extended, in whole or in part, as provided in this Contract (hereinafter "Initial Term").
- 3.2 At the end of the Initial Term or the Extended Term, as applicable, County may, at its sole option, extend this Contract for up to two (2) additional one-year terms (hereinafter "Extended Term") one (1) year at a time; provided, however, that if County elects not to exercise its option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option shall lapse. County shall be deemed to have exercised its extension options automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, DPW or designee notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 3.2.
- 3.3 As used throughout this Contract, the word "term" shall include the Initial Term and the Extended Term, to the extent County exercises its options under this Paragraph 3.
- 3.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Manager, at the address set forth in Exhibit E (County's Administration).
- 3.5 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

4. CONTRACT SUM

4.1 MAXIMUM CONTRACT SUM

1. The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Contractor during the term of the Contract, including any Optional Services, and shall not exceed Three Million Seven Hundred Forty Five Thousands Five Hundred Dollars (\$3,745,500) or such greater amount as the Board may approve, as further detailed in Exhibit B (Pricing Schedule). The requested amount is comprised of \$2,905,500 for the initial two year Contract term, an anticipated change order for up to \$340,000 for the mobile Maximo solution, and \$250,000 for each of two extended terms. There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with

County's express prior written consent witnessed by a written Amendment to the Contract, which is formally approved and executed by the parties.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

4.2 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION/ SUSPENSION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination/suspension of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination/suspension of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination/suspension of this Contract.

4.3 INVOICES AND PAYMENTS

- 4.3.1 Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in a Work Order, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods, services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Contractor for that work.
- 4.3.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable Work Order describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed. Contractor's Services amount shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.
- 4.3.3 Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted in triplicate (original and two copies) and shall itemize the work completed. Invoices shall be submitted to:

County of Los Angeles Department of Public Works
 Attention Fiscal Division, Accounts Payable
 P.O. Box 7508
 Alhambra, CA 91802-7508

The invoices shall be in a form approved by County's Project Manager and shall meet the following requirements:

- a. Invoices must contain the Contract Number.
- b. Invoices must contain the Contractor's Name, address and phone number.

- c. Invoices must include the number(s) and description of the Deliverable(s) and/or Work Order being invoiced.
- d. An invoiced amount must track any Deliverable amount(s) set forth in Exhibit B (Pricing Schedule) and/or a Maximum Fixed Price for any Work Order.
- e. Upon approval by County's Project Manager, payments will be processed by County in a timely manner.

Any invoice submitted by the Contractor that does not conform to the above, at the discretion of the Department, may not be considered as received and may not be processed or paid, until it is replaced by a substitute invoice that does conform.

- 4.3.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable Work Order.

- 4.3.5 County may delay the last payment due until one (1) month after the termination/suspension of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

4.3.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

4.3.7 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Contract, and in addition to any rights of County given by law or provided in this Contract, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Services hereunder.

5. ADMINISTRATION OF CONTRACT – COUNTY

5.1 COUNTY'S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter "County's Administration"), as referenced in this Paragraph 5 below, is set forth in Exhibit E (County's Administration). No member of County's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 7 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County's Administration) shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown.

5.2 COUNTY'S PROJECT MANAGER

County's Project Manager will be responsible for ensuring that the objectives, technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contractor. County's Project Manager shall have full authority to supervise Contractor's performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County's Project Manager will on a regular basis interface with Contractor's Project Manager. County's Project Manager will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval of County's Project Manager. Unless specified otherwise, County's Project Manager shall also include his/her designee.

6. ADMINISTRATION OF CONTRACT - CONTRACTOR**6.1 CONTRACTOR'S ADMINISTRATION**

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter "Contractor's Administration"), as referenced in this Paragraph 6 below, is set forth in Exhibit F (Contractor's Administration). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 7 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

6.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor's performance of all Services under the Contract and ensuring Contractor's compliance with this Contract. Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

6.3 APPROVAL OF CONTRACTOR'S STAFF

Contractor shall provide qualified personnel to provide any Services and other work under the Contract. County has the absolute right to approve or disapprove any member of Contractor's Administration and any personnel providing Services under the Contract and any proposed changes in Contractor's Administration staff or personnel providing such Services, including but not limited to Contractor's Project Manager.

Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of malfeasance, impropriety, or violation of Contractor or County rules by the employee.

6.4 BACKGROUND AND SECURITY INVESTIGATIONS

6.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a

background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information.

- 6.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.
- 6.4.3 County may immediately, at its sole discretion, deny or terminate/suspend facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 6.4.4 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 6.4 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

6.5 RULES AND REGULATIONS

During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Services under this Contract, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the reported violation is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Services upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Services. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Services hereunder.

6.6 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee's person at all times he/she is on County designated property.

7. CHANGE NOTICES AND AMENDMENTS**7.1 GENERAL**

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 7. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 7.

7.2 CHANGE NOTICES

For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County's Project Manager, or designee. Consistent with the foregoing, County's Project Manager is specifically authorized to execute Change Notices for the acquisition of Optional Services using Pool Dollars.

7.3 AMENDMENTS

Except as otherwise provided in this Contract, for any change which materially affects the scope of work or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s) or, if delegated by the Board, the Director and Contractor's authorized representative(s). Notwithstanding the foregoing, the Director is specifically authorized to execute any Amendment for increases in the Contract Sum by up to ten percent (10%) cumulatively above the Contract Sum as of the Effective Date.

7.4 BOARD ORDERS

County's Board of Supervisors or Chief Executive Officer, or designee, may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Change Notice or an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Director.

7.5 PROJECT SCHEDULE

Changes to the Project Schedule shall be made upon mutual agreement, in writing, by County's Project Manager and Contractor's Project Manager by Change Notice or otherwise, provided that County's Project Manager's and Contractor's Project Manager's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Contract that shall be governed by the terms of Paragraph 7.3 (Amendments) above.

8. ASSIGNMENT AND DELEGATION

- 8.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 8.1, County consent shall require a written amendment to the Contract, which is

formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

- 8.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment.
- 8.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination/suspension of this Contract. In the event of such termination/suspension, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.4 For any change affecting Contractor's Administration or Contractor's project personnel, Contractor shall submit to County's Project Manager, written notification and request to effect the requested change. County's Project Manager or designee may accept or reject such notification and request.

9. AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

10. APPROPRIATION OF FUNDS

10.1 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services and other work set forth in this Contract.

10.2 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Contract. Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then County shall, at its sole discretion, either (i) terminate this Contract as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

11. COMPLIANCE WITH APPLICABLE LAWS

- 11.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 11.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 11 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's EEO Certification).

13. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**13.1 JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by reference.

13.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 13.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- 13.2.2 For purposes of this Paragraph 13, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 13. The provisions of this Paragraph 13 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.
- 13.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 13.2.4 Contractor's violation of this Paragraph 13 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate/suspend the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- 14. CONFLICT OF INTEREST**
- 14.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

- 14.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 14 shall be a material breach of this Contract.

15. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the term of this Contract.

16. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 16.1 Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

- 16.2 In the event that both the laid-off County employees and the GAIN/GROW participants are available for hiring, County employees shall be given first priority.

17. CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County's policy to conduct business only with responsible contractors.

17.2 CHAPTER 2.202 OF THE COUNTY CODE

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate/suspend any or all existing contracts Contractor may have with County.

17.3 NON-RESPONSIBLE CONTRACTOR

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

17.4 CONTRACTOR HEARING BOARD

- 17.4.1 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 17.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.4.4 If Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate/suspend the debarment. County may, in its discretion, reduce the period of debarment or terminate/suspend the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 17.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination/suspension of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination/suspension of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 17.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate/suspend the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 17 shall also apply to subcontractors of County contractors.

18. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

19. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 19.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 19.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

20. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

21. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent may evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate/suspend this Contract or impose other penalties as specified in this Contract.

22. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 22.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 22.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

23. EMPLOYMENT ELIGIBILITY VERIFICATION

- 23.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 23.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

24. FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 7 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

25. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

26. FORCE MAJEURE

- 26.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 26 as "force majeure events").
- 26.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 26, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 26.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

27. GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

28. INDEPENDENT CONTRACTOR STATUS

- 28.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 28.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

- 28.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 28.4 Contractor shall adhere to the provisions stated in Paragraph 40 (Confidentiality).

29. INDEMNIFICATION

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 29 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

30. INSURANCE

30.1 GENERAL

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 30, including Paragraph 30.5 (Cancellation of or Changes in Insurance), of this Base Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

30.2 WORKPLACE SAFETY INDEMNIFICATION

In addition to and without limiting the indemnification required by Paragraph 29 (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment

otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

30.3 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

- 30.3.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 30.3.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 30.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 30.3.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

30.4 INSURANCE REQUIREMENTS

30.4.1 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability and Cyber Technology policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

30.4.2 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

30.4.3 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

30.4.4 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

30.4.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

30.4.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

30.4.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination/suspension or cancellation.

30.4.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

30.4.9 SEPARATION OF INSURED

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

30.4.10 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

30.4.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

30.5 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate/suspend this Contract.

30.6 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate/suspend this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

30.7 INSURANCE COVERAGE REQUIREMENTS**30.7.1 GENERAL LIABILITY**

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

30.7.2 AUTOMOBILE LIABILITY

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

30.7.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

30.7.4 TECHNOLOGY ERRORS & OMISSIONS INSURANCE

Insurance coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits not less than \$10 million for six months after Final Acceptance. Subsequent coverage limits during the extended terms shall be no less than \$1 million. Additional descriptions should be added if the services provided fall outside the above description.

31. LIQUIDATED DAMAGES

- 31.1 If, in the judgment of the County's Project Manager, or his designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County's Project Manager, at his/her option, in addition to, or in lieu of, other remedies provided herein, may deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County's Project Manager in a written notice describing the reasons for said action.
- 31.2 If County's Project Manager determines that there are deficiencies in the performance of this Contract that County's Project Manager deems are correctable by Contractor over a certain time span, County's Project Manager will provide a written notice to Contractor to correct the

deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County's Project Manager may:

- a. Deduct from Contractor's payment, pro rata, those applicable portions of any amounts due to Contractor; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- c. Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies, and the total costs incurred by County for completion of the work by an alternate source, including County personnel or another contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

31.3 The action noted in Paragraph 31.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

31.4 This Paragraph 31 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Paragraph 31.2 above or otherwise in this Contract and shall not, in any manner, restrict or limit County's right to terminate/suspend this Contract as agreed to herein.

31.5 In addition to the above, Public Works may use Exhibit D, Performance Requirements Summary, to evaluate Contractor's performance and assess liquidated damages identified therein.

32. SCOPE OF WORK

In exchange for County's payment to Contractor of the applicable fees arising under the Contract and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all tasks, subtasks, deliverables, goods, services and other work set forth in this Contract (hereinafter also "Services"), including Exhibit A (Statement of Work) and any Work Orders executed hereunder. Contractor shall perform all such Services, including Required Services and Optional Services, in accordance with Exhibit A (Statement of Work) with all Attachments thereto, any executed Work Orders and any other applicable provisions set forth in the Contract at the applicable rates and prices specified in Exhibit B (Price and Schedule of Payment), any applicable Maximum Fixed Price and any other pricing terms agreed to by the parties in accordance with the terms of the Contract.

32.1 APPROVAL OF WORK

All tasks, subtasks, work products, deliverables, services or other work performed by Contractor under the Contract (hereinafter also "deliverables") are subject to the written approval of County's Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by County.

32.2 STANDARD OF SERVICES

Contractor's Services required by this Contract shall during the term of the Contract conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's services or other work provided under this Contract fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and any applicable Work Order. Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the NextGen MMS system for the purpose of performing Services under this Contract or otherwise.

32.3 OPTIONAL SERVICES

Upon the written request of the Director, or his/her designee following Go Live and mutual agreement of the parties, Contractor shall provide to County Optional Services using Pool Dollars in accordance with Section 4 (Optional Services) of the Statement of Work. Optional Services shall only provide for those requirements not reflected on the Effective Date in the Requirements Traceability Matrix or other NextGen MMS specifications or requirements, as determined by County's Project Manager.

Upon County's request and Contractor's agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor shall commence the Optional Services following agreement by the parties with respect to such Work Order and the Maximum Fixed Price. Upon completion by Contractor, and approval by County in accordance with the terms of this Contract, of such Optional Services, Schedule B.2 (Additional Work Schedule) shall be updated accordingly to add such items of Additional Work by Change Notice executed in accordance with Paragraph 7.2 (Change Notices).

32.4 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Contract, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor.

33. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 33.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 33.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

- 33.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination/suspension, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 33.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 33.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 33.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 33 when so requested by County.
- 33.7 If County finds that any provisions of this Paragraph 33 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate/suspend or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 33.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

34. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

35. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

36. NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Project Manager, is not able to resolve the dispute, DPW or designee shall resolve it.

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

38. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

39. NOTICES

- 39.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County's Administration).

The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit F (Contractor's Administration).

Addresses may be changed by either party giving ten (10) day's prior written notice thereof to the other. DPW's designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

- 39.2 In the event of suspension or termination/suspension of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination/suspension would be sufficient notice to Contractor.

40. CONFIDENTIALITY AND SECURITY**40.1 CONFIDENTIAL INFORMATION**

- 40.1.1 Contractor shall maintain the confidentiality of all records and information, events and circumstances which occur during the course of Contractor's performance under the Contract, including County Materials (hereinafter "Confidential Information"), in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County

policies concerning information technology security and the protection of confidential records and information.

- 40.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 40, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 40 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 40.1.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that each person performing work for or on behalf of Contractor under the Contract, including Contractor's Project Manager, shall sign and adhere to the terms and conditions set forth in Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses such confidential information.

40.2 DISCLOSURE OF INFORMATION

With respect to any Confidential Information obtained by Contractor pursuant to the Contract, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

40.3 SECURITY

40.3.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Services hereunder utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements set forth in this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into the NextGen MMS system. In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

40.3.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists on any system data or any other County data. Contractor shall protect, secure and keep confidential all such County data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security, including any breach of the security of the NextGen MMS system, such as any unauthorized acquisition of system data that compromises the security, confidentiality or integrity of personal information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all system data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Manager, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Manager. Contractor shall not use system data for any purpose or reason other than to fulfill its obligations under this Contract.

40.4 **DATA DESTRUCTION**

Unless otherwise required by law, contractors that have maintained, processed or stored County data and/or information, including County Materials, have the responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>. Contractor will comply with the NIST standards by validating that Contractor has performed the proper method of sanitization (destruction, clearing, purging, etc.) of County data and/or information imported by Contractor onto its hardware or any storage media during the term of the Contract. County must receive from Contractor, within thirty (30) calendar days of the termination or expiration of this Contract, a signed document which certifies and validates that any such County data and information, which resided on such Contractor's hardware or storage media at any time during the term of the Contract, was properly destroyed and sanitized by being placed in one or more of the following storage conditions: unusable, unreadable and indecipherable.

41. **PUBLIC RECORDS ACT**

- 41.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 43 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade

secret”, “confidential” or “proprietary”. County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 41.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential” or “proprietary”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

42. PUBLICITY

- 42.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County’s Project Manager or designee. County shall not unreasonably withhold written consent.

- 42.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 42 shall apply.

43. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County’s option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 43.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County’s Auditor Controller within thirty (30) days of Contractor’s receipt thereof, unless otherwise provided by applicable Federal

or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 43.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 43 shall constitute a material breach of this Contract upon which County may terminate/suspend or suspend this Contract.
- 43.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination/suspension of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

44. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

45. SUBCONTRACTING

- 45.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 45.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly upon County's request:
- a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.
- 45.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 45.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 45.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

- 45.6 County's Project Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 45.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 45.8 Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract.

46. TERMINATION/SUSPENSION/SUSPENSION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 19 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate/suspend/suspend this Contract pursuant to Paragraph 49 (Termination/Suspension for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

47. TERMINATION/SUSPENSION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate/suspend/suspend this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

48. TERMINATION/SUSPENSION FOR CONVENIENCE

- 48.1 This Contract may be terminated/suspended , in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination/suspension of work hereunder shall be effected by notice of termination/suspension to Contractor specifying the extent to which performance of work is terminated/suspended and the date upon which such termination/suspension becomes effective. The date upon which such termination/suspension becomes effective shall be no less than ten (10) days after the notice is sent.
- 48.2 After receipt of a notice of termination/suspension and except as otherwise directed by County, Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated/suspended by such notice.

48.3 Subject to the provisions of Paragraphs 48.1 and 48.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination/suspension of work pursuant to this Paragraph 48. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated/suspended . County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated/suspended .

49. TERMINATION/SUSPENSION FOR DEFAULT

49.1 County may, by written notice to Contractor, terminate/suspend the whole or any part of this Contract, if, in the judgment of County:

- a. Contractor has materially breached this Contract; or
- b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required either under this Contract; or
- c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

49.2 If, after County has given notice of termination/suspension under the provisions of this Paragraph 49, it is determined by County that Contractor was not in default under the provisions of this Paragraph 49, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination/suspension had been issued pursuant to Paragraph 48 (Termination/Suspension for Convenience).

49.3 The rights and remedies of County provided in this Paragraph 49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50. TERMINATION/SUSPENSION FOR IMPROPER CONSIDERATION

50.1 County may, by written notice to Contractor, immediately terminate/suspend the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination/suspension, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

50.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

50.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

51. TERMINATION/SUSPENSION FOR INSOLVENCY

51.1 County may terminate/suspend this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

51.2 The rights and remedies of County provided in this Paragraph 51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

52. TERMINATION/SUSPENSION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate/suspend or suspend this Contract.

53. TERMINATION/SUSPENSION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Contract in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate/suspend as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

54. VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

55. WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. WARRANTIES**56.1 WARRANTY AND THE WARRANTY PERIOD**

Contractor represents and warrants that Contractor shall provide all Services under this Contract without Deficiencies or Defects in accordance with the terms and conditions hereunder and applicable Acceptance criteria set forth in the Statement of Work. Contractor warrants that it shall promptly correct any and all Deficiencies or Defects in the tasks, deliverables, services and other work (hereinafter also "Services") provided hereunder in accordance with this Paragraph 56. The correction of all such Defects or Deficiencies shall be at no cost to County during the applicable Warranty Period.

In the event County reasonably finds that the Services do not meet the Contract specifications and/or Specification Documents and/or Statement of Work for such Services, County shall inform contractor in writing how the Services are non-conforming. Contractor shall re-perform any non-conforming Services at no additional cost to County during the Warranty Period.

56.2 FURTHER WARRANTIES

Contractor further represents, warrants, covenants and agrees that during the term of this Contract:

- a) Contractor shall comply with the applicable specifications, requirements, standards, and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, including the Statement of Work and any applicable Work Order.
- b) Contractor warrants that the Services will be performed using reasonable care and skill and according to its current description (including any completion criteria) contained in this Contract, in a professional and workmanlike manner and consistent with generally accepted industry standards.
- c) All documentation delivered under this Contract shall be in accordance with County standards.
- d) In performance of its Services under the Contract, Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to as a "Disabling Device") which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Contract, nor shall contractor knowingly permit any subsequent Services under this Contract to cause placement of any Disabling Device on County's systems.

56.3 WARRANTY PASS-THROUGH

Contractor shall pass through to County to the fullest extent authorized, any applicable warranty or indemnity offered by any manufacturer of any third party software product that forms a part of the Services and which are provided by Contractor under this Contract.

56.4 WARRANTY AGAINST CONTINGENT FEES

- a) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- b) For breach of this warranty, County shall have the right to terminate/suspend this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

56.5 BREACH OF WARRANTY OBLIGATIONS

In the event Contractor fails to timely perform its obligations as set forth in this Paragraph 56, then, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and in the event Contractor, after a reasonable time has still failed to perform such warranty obligations, perform any required correction, replacement or other work and debit Contractor therefor at County's direct actual cost of outside labor and materials and County's burdened rates for labor (including without limitation salary, employee benefits and reimbursement policies). Such debit shall be made against any amounts owed by County to Contractor under this Contract.

57. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate/suspend or suspend this Contract. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

58. PROPRIETARY RIGHTS

- 58.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all information, data, plans, diagrams, designs, reports, records and other documents and (hereafter "County Materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest

in and to such County Materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract. Contractor shall ensure that each person providing work for or on behalf of Contractor under the Contract, including Contractor's Project Manager, shall fully execute Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.

- 58.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 58.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager or designee as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 58.4 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 58.3 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 58.3 above or for any disclosure which County is required to make under any state or federal law or order of court.
- 58.5 All the rights and obligations of this Paragraph 58 shall survive the expiration or termination/suspension of this Contract.

59. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County's Project Manager, at the address set forth in Exhibit E (County's Administration) upon request.

60. INTELLECTUAL PROPERTY INDEMNIFICATION

- 60.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 60.2 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's

continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, software or services product; or
- Replace the questioned equipment, software or services product with a non-questioned item; or
- Modify the questioned equipment, software or services product so that it is free of claims.

60.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

61. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

63. EFFECT OF TERMINATION

In the event County terminates this Contract in whole or in part as provided herein, then:

1. Contractor shall promptly return to County any and all of County's Confidential Information and the County Materials that relate to that portion of the Contract and work terminated by County; and
2. Contractor shall transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and
3. County shall have the possession and access to the source code of any software or programs developed or modified as a result of providing Services hereunder; and
4. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other work; and
5. Contractor and County shall continue the performance of this Contract to the extent not terminated; and

6. Contractor shall perform destruction of data and/or information as specified in Paragraph 40.4 (Data Destruction), to the extent applicable; and
7. After receipt of the notice of termination/suspension, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination/suspension claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination/suspension. Upon failure of Contractor to submit its termination/suspension claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination/suspension and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined; and
8. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 43 (Record Retention and Inspection/Audit Settlement).

64. DISPUTE RESOLUTION PROCEDURE

- 64.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Paragraph 64 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 64.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 64.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 64.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 64.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's Project Executive and the Director, or his/her designee. These persons shall have ten (10) days to attempt to resolve the dispute.
- 64.6 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 64.7 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all two (2) levels described in this Paragraph 64, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 64.8 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.

64.9 Notwithstanding any other provision of this Contract, County's right to seek injunctive relief to enforce the provisions of Paragraph 40 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

65. SURVIVAL

The provisions in the following Paragraphs shall survive the expiration or termination of this Contract for any reason:

- 11 Compliance with Applicable Laws
- 23 Employment Eligibility Verification
- 25 Fair Labor Standards
- 27 Governing Law, Jurisdiction and Venue
- 29 Indemnification
- 30 Insurance
- 32.2 Standard of Services
- 40 Confidentiality and Security
- 40.4 Data Destruction
- 41 Public Records Act
- 43 Record Retention and Inspection/Audit Settlement
- 56 Warranties
- 58 Proprietary Rights
- 60 Intellectual Property Indemnification

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective the day, month and year first above written.

COUNTY:
DEPARTMENT OF PUBLIC WORKS

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel

CONTRACTOR:
ELECTRONIC DATA, INC.

By _____
Its President

Print Name

By _____
Its Secretary

Print Name

ENCLOSURE B

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
CONTRACTOR'S MINORITY PARTICIPATION FOR NEXTGEN MAINTENANCE MANAGEMENT SYSTEM

Contractor	Local SBE		Minority		Women		Disadvantaged		Disabled/Vet	
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
Electronic Data, Inc.		X		X		X		X		X



PETER LOO

ACTING CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

NUMBER:

CA 16-14

DATE:

8/10/2016

ENCLOSURE C

SUBJECT:

AWARD SERVICES CONTRACT FOR NEXTGEN MAINTENANCE MANAGEMENT SYSTEM MAXIMO UPGRADE AND SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS

RECOMMENDATION:

☒ Approve

☐ Approve with Modification

☐ Disapprove

CONTRACT TYPE:

☒ New Contract

☐ Sole Source

☐ Amendment to Contract #:

☐ Other:

CONTRACT COMPONENTS:

☒ Software (*less than 10% of value)

☐ Hardware

☐ Telecommunications

☒ Professional Services

SUMMARY:

Department Executive Sponsor: Gail Farber, Director, Department of Public Works

Description: The Department of Public Works (DPW) is seeking to award a professional services Contract to Electronic Data, Inc. (EDI) to upgrade DPW's Maintenance Management System (MMS), which helps DPW plan and track maintenance routines and service requests on approximately 1.2 million assets, from infrastructure (such as roads and dams) to building equipment (such as air conditioners). Using the IBM Maximo software license the department already owns, the contractor will upgrade the MMS from a no-longer-supported version to the current release, implement IBM Maximo Spatial Geographic Information Systems (GIS) integration, and implement a mobile MMS solution to enable access to the MMS from the field. The Contract term is two years with two one-year optional extensions. DPW requests delegated authority to the Director of Public Works to finalize, execute, add or update required County contract provisions as required by the CEO or the Board, and suspend the Contract, if necessary. It further requests delegated authority to the Director of Public Works to exercise renewal options and to authorize Work Orders (WO's) for optional work using the contingency pool dollars of the Contract.

Contract Amount: \$4,120,500

Funding Source: DPW Internal Service Fund

☐ Legislative or Regulatory Mandate

☐ Subvened/Grant Funded: N/A

Strategic and Business Analysis

PROJECT GOALS AND OBJECTIVES:

The DPW Next Generation Maintenance Management System (MMS) Upgrade project has the following goals:

- A. Upgrade from the existing version of Maximo 6.2.3 to the current version of Maximo (currently version 7.6);

	<ul style="list-style-type: none">B. Document and implement a number of work processes and data structure improvements and industry-specific Maximo best practices to take full advantage of new and improved features of Maximo 7.6;C. Implement Maximo Spatial, an IBM add-on product;D. Select and implement a mobile MMS solution; andE. Provide training to DPW's MMS users. <p>BUSINESS DRIVERS:</p> <p>IBM's Maximo Asset Management software is the enterprise asset management/work order management application in use at the Departments of Public Works, Fire, Parks and Recreation, and Sheriff. The other three Departments use Maximo version 7.5. Public Works' Maximo version 6.2.3 is obsolete compared to the versions used by other County departments. It is no longer supported by the product vendor and has compatibility problems with version 11 of Internet Explorer and IBM's Maximo Spatial, an add-on application that would allow DPW to integrate Maximo with its ESRI ArcGIS database. DPW believes that integrating GIS capabilities into its MMS will allow tremendous work synergies across several operational areas.</p> <p>Another business driver is the need to implement an effective and easy-to-configure mobile MMS solution to enable workers' access to Maximo from the field. This will vastly improve data accuracy and timeliness, as well as user effectiveness.</p> <p>Additionally, the upgrade provides the opportunity to re-design key work processes specific to each maintenance division (Flood, Road, Sewer, and Waterworks) and implement line-of-business-specific Maximo best practices, increasing efficiency and enhancing workflow, thus maximizing the software benefits.</p> <p>The final business driver is the opportunity to use the new Maximo features to collect data and develop root cause analyses of asset failures, perform asset lifecycle management, and conduct business intelligence analytics, with the goal of improving organizational outcomes.</p>
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PROJECT ORGANIZATION:

The Executive Sponsor is DPW's Director, Gail Farber. The Contractor's performance will be managed by an experienced project manager within the Information Technology Systems and Applications Division. In addition, the project goals and objectives were developed by the five maintenance divisions which are the primary users of Maximo. DPW indicates their representatives were consulted during the development of the Request for Proposal (RFP), participated in the proposal evaluations and scoring, and will be working closely with the Contractor throughout the project.

PERFORMANCE METRICS:

The department plans to monitor and validate the work performed by the Contractor as follows:

- Deliverables and acceptance criteria are detailed in the Contract's Statement of Work.
- A detailed implementation plan and a requirements traceability matrix will be used throughout the Contract to ensure all work is scheduled and accounted for and all requirements are identified and completed.
- The Contract provides for monetary damages to be imposed for failure to meet critical dates in the implementation plan and for payment deductions for failures to meet various defined performance indicators.
- In addition to formal written monthly status reports from the contractor to the Department, a quarterly project "Executive Status Report" summarizing the status of the project and specifically noting project problems or schedule slips (if any) will be provided to the Department's Administration throughout the duration of the contract, ensuring transparency and accountability.



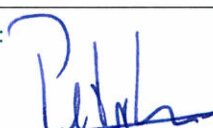

STRATEGIC AND BUSINESS ALIGNMENT:

DPW indicates the award of the Professional Services Contract will support Goal 1, Operational Effectiveness/Fiscal Sustainability; Goal 2, Community Support and Responsiveness; and Goal 3, Integrated Services Delivery. By upgrading Maximo, leveraging GIS and mobility services, and re-examining key maintenance work processes in each of DPW's four maintenance divisions, this project should enable more effective, responsive, and integrated service delivery.

	<p>PROJECT APPROACH:</p> <p>DPW intends to have the Contractor perform the Professional Services to meet the Project Goals and Objectives, including the upgrade of the Maximo software DPW has used since 1997 to: a) Document and implement new work processes within the current version of Maximo to take advantage of new and improved features; b) Implement Maximo Spatial, an add-on project to integrate GIS capabilities into Maximo; c) Select and implement a mobile MMS solution; and d) Train DPW's MMS users on the NextGen System.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>In 2012, DPW internally evaluated five asset management/work order management products, one of which was the incumbent IBM Maximo solution. With five qualifiers, the DPW evaluation team decided that a project to upgrade Maximo to a current and supported version was the most viable and cost-effective. DPW incorporated those qualifiers into the upgrade scope of work that was later solicited in an RFP.</p> <p>Prior to issuing an RFP, DPW engaged in two small WO's with IBM (\$285,000 and \$99,900, respectively) under the County's IBM Master Services Agreement (MSA). These WO's resulted in the preliminary planning, design, approach, cost scoping, systems training, and initial use cases for a follow-on Maximo upgrade project. However, DPW and IBM were unable to come to a mutually acceptable agreement under the County's IBM MSA, for the main upgrade project.</p> <p>DPW issued an RFP in July 2015 for Professional Services to implement the desired Maximo upgrade, subsequently receiving four proposals. EDI's was the highest scoring proposal of the three that were deemed responsive and evaluated according to the County's Informed Averaging methodology.</p>
Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The department's existing Maximo-based MMS is internally hosted on servers and databases at DPW's Alhambra Data Center, and the Statement of Work associated with this Contract calls for an on-premises implementation of Maximo 7.6. As departments, such as DPW, migrate to the County's Enterprise Data Center (EDC), departmental systems like this would need to migrate to the EDC. The EDC Steering Committee is currently defining the criteria and migration schedule for the Data Center Consolidation Project, and the leasing of the EDC and migration of the Downey Data Center to the EDC is anticipated to be completed by the end of 2017, at which point departmental migrations would begin. Should the migration schedule or approach call for a change in DPW's strategy of upgrading Maximo at DPW's Data Center, then the delegated and</p>

	<p>contingency authorities requested by DPW should help accommodate that change.</p> <p>A portion of the project involves a planned Change Order, estimated at \$340,000, to identify, acquire, and implement the Mobile MMS component. Since DPW does not own Mobile MMS licenses and since the design and implementation of such a solution is part of the scope of work, an undetermined portion of the contract value will be used to purchase the licenses of the identified Mobile MMS solution. If necessary, DPW will use contingency to cover costs exceeding the planned \$340,000.</p>																												
Financial Analysis	<p>BUDGET:</p> <p>One-Time Costs:</p> <p><i>Contract costs:</i></p> <table> <tr> <td>Services, first two years</td><td>\$ 2,905,500</td></tr> <tr> <td>Mobile MMS solution</td><td>\$ 340,000</td></tr> <tr> <td>1st optional services extension</td><td>\$ 250,000</td></tr> <tr> <td>2nd optional services extension</td><td>\$ 250,000</td></tr> <tr> <td>Contingency (10%)</td><td><u>\$ 375,000</u></td></tr> <tr> <td>Subtotal Contract costs:</td><td>\$ 4,120,500</td></tr> </table> <p><i>County costs:</i></p> <table> <tr> <td>Hardware & software environments</td><td>\$ 40,000</td></tr> <tr> <td>County labor (24 months, estimated)</td><td><u>\$1,728,500</u></td></tr> <tr> <td>Subtotal, County costs:</td><td>\$1,768,500</td></tr> </table> <p>Total One-Time Costs: \$ 5,889,000</p> <p>Already Expended Project Costs:</p> <table> <tr> <td>County labor (March 2013-Oct. 2015)</td><td>\$ 582,200</td></tr> <tr> <td>Project design work order (IBM, March through Dec. 2013)</td><td>\$ 285,000</td></tr> <tr> <td>Core team training/use case work order (IBM, April through Aug. 2014)</td><td>\$ 99,900</td></tr> <tr> <td>IBM Maximo License (1995)</td><td>\$ 0*</td></tr> <tr> <td>IBM Spatial License (FY14-15)</td><td><u>\$ 193,300</u></td></tr> </table> <p>Total Already Expended Project Costs: \$ 1,160,400</p> <p>*DPW does not include the cost of the IBM Maximo license since it was acquired in 1995 for \$619,000. DPW has been paying annual maintenance since then, entitling it to upgrades.</p>	Services, first two years	\$ 2,905,500	Mobile MMS solution	\$ 340,000	1st optional services extension	\$ 250,000	2nd optional services extension	\$ 250,000	Contingency (10%)	<u>\$ 375,000</u>	Subtotal Contract costs:	\$ 4,120,500	Hardware & software environments	\$ 40,000	County labor (24 months, estimated)	<u>\$1,728,500</u>	Subtotal, County costs:	\$1,768,500	County labor (March 2013-Oct. 2015)	\$ 582,200	Project design work order (IBM, March through Dec. 2013)	\$ 285,000	Core team training/use case work order (IBM, April through Aug. 2014)	\$ 99,900	IBM Maximo License (1995)	\$ 0*	IBM Spatial License (FY14-15)	<u>\$ 193,300</u>
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	<p>Ongoing Annual Costs:</p> <table> <tr> <td>Software maintenance (Maximo)</td><td>\$ 185,000</td></tr> <tr> <td>Software maintenance (Maximo Spatial)</td><td>\$ 48,000</td></tr> <tr> <td>Staffing (Business & IT Support)</td><td>\$ 370,000</td></tr> <tr> <td>Server & database infrastructure</td><td><u>\$ 60,000</u></td></tr> <tr> <td>Total Ongoing Annual Costs:</td><td>\$ 663,000</td></tr> </table>	Software maintenance (Maximo)	\$ 185,000	Software maintenance (Maximo Spatial)	\$ 48,000	Staffing (Business & IT Support)	\$ 370,000	Server & database infrastructure	<u>\$ 60,000</u>	Total Ongoing Annual Costs:	\$ 663,000
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Total Ongoing Annual Costs:	\$ 663,000										
<p>Risk Analysis</p>	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. Risk: Failure to complete tasks by the agreed-to deadlines – The department will only make payment upon acceptance of specified deliverables. Also, the Contract contains a damages clause for failure to provide timely deliverables and provides for payment deductions for failures to meet certain defined performance indicators. 2. Risk: Price increases by the vendor or unforeseen work is required – This is a fixed-price scope of work for the stated deliverables. Additional, unforeseen work will be funded by the 10% contingency authority requested. 3. Risk: Technology components do not work as intended – Component and system level tests will be performed and documented by the Contractor. The system will then undergo thorough user acceptance testing by Department staff. A dress rehearsal to validate the system configuration will be conducted only after successful testing and prior to the go-live event. A post-production fix period is established to address any unforeseen issues while still under contract. 4. Risk: Internal stakeholders request out-of-scope changes that threaten on-time and on-budget project completion – DPW indicates that it will not allow change to the project scope unless the change is formally requested by a stakeholder division, additional funding (if needed) is identified, a majority of the five maintenance divisions are in favor of the change, and the change is approved via the Project Change Order process as provided for in the Contract. 5. Risk: Users demand features that would require custom programming to implement, making future upgrades difficult - The Contract requires that no true programming customization shall be performed if it would interfere with the ability of the Department to apply bug fixes, patches, or application upgrades in the future, without the Department's prior written approval. The Contractor will only use Maximo-supported configuration tools including automation scripting, configured workflows, and similar native Maximo capabilities that do not interfere with subsequent patches 										

	<p>or upgrades if such configurations are needed to meet specific user requirements that go beyond out-of-the-box features.</p> <p>6. The Chief Information Security Officer reviewed this request and did not identify any IT security or privacy-related issues.</p>
CIO Approval	<p>PREPARED BY:</p> <p> _____ Eric Sasaki, Sr. Associate CIO</p> <p> _____ Date</p> <p>APPROVED:  _____ Peter Loo, Acting Chief Information Officer</p> <p> _____ Date</p>

Please contact the Office of the CIO 213.253.5600 or info@cio.lacounty.gov for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

Bid Detail Information**Bid Number :** PW-AED949**Bid Title :** Next Generation Maintenance Management System (NextGen MMS) Maximo Upgrade and Services (2015 IT011)**Bid Type :** Service**Department :** Public Works**Commodity :** PROGRAMMING SERVICES, COMPUTER**Open Date :** 7/16/2015**Closing Date :** 9/9/2015 5:30 PM**Bid Amount :** \$ 3,650,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Next Generation Maintenance Management System (NextGen MMS) Maximo Upgrade and Services (2015-IT011). This contract has a potential maximum contract term of four years, consisting of an initial two-year term and two potential additional one year option renewals. The total contract amount of this service is estimated to be \$3,650,000 for the entire contract term, including option years. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077, erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the following requirement(s) at the time of proposal submission:

1. Proposer must have at least three years of continuous experience implementing client Maximo systems at version 6.0 or higher. Subcontracting is not allowed to meet this requirement.
2. The Proposer must have managed or led some combination of at least three successful client upgrades to Maximo v 7.x or three successful new Maximo v 7.x implementations or reimplementations. Subcontracting is not allowed to meet this requirement.
3. Proposer and/or its subcontractor(s) must have managed or led at least one successful integration of Maximo (with Maximo Spatial) with a client's ESRI ArcGIS system.
4. The Proposer's planned Project Manager for this project must be a full-time employee of the contractor. This person must have a minimum of two years of experience in successfully implementing IBM Maximo v 7.x. Subcontracting is not allowed to meet this requirement.
5. Proposer's planned staff must submit a copy of a valid and active certification to perform Maximo system implementations as evidenced by holding one or more of the following IBM certifications applicable to Maximo v 7.1 or greater:

- IBM Certified Advanced Deployment Professional
- IBM Certified Infrastructure Deployment Professional
- IBM Certified Deployment Professional
- IBM Certified Solution Advisor
- IBM Certified Solution Designer

A Proposers' Conference will be held on Thursday, August 6, 2015, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Wednesday, September 9, 2015, at 5:30 p.m. Please direct your questions to Mr. Fong at the number listed on the previous page.

Contact Name : Eric Fong**Contact Phone# :** (626) 458-4077**Contact Email :** erfong@dpw.lacounty.gov**Last Changed On :** 7/16/2015 7:33:09 AM